

UNITED STATES DEPARTMENT OF JUSTICE
WASHINGTON, D.C. 20530

AMENDMENT TO REGISTRATION STATEMENT

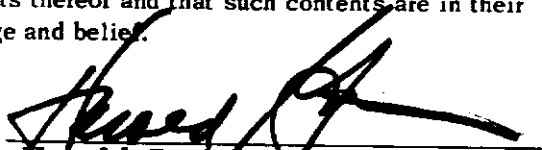
Pursuant to the Foreign Agents
Registration Act of 1938, as amended.

1. Name of Registrant Ruder & Finn Incorporated	2. Registration No. 1481
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3. This amendment is filed to accomplish the following indicated purpose or purposes:

☐ To correct a deficiency in☐ Initial Statement☐ Supplemental Statement
for _____☐ To give notice of change in an
exhibit previously filed.☐ To give a 10-day notice of a change in infor-
mation as required by Section 2(b) of the Act.☒ Other purpose (specify) To answer letter of
Inquiry from Department of Justice -- dated
May 10, 1976.

4. If this amendment requires the filing of a document or documents, please list -

Schedule A- letter of Agreement between Edith Fraser (WCC) and Ruder & Finn,
Schedule B- Breakdown of monies disbursed to Marion Javits by Ruder & Finn.5. Each item checked above must be explained below in full detail together with, where appropriate,
specific reference to and identity of the item in the registration statement to which it pertains. If
more space is needed, full size insert sheets may be used.See attached Schedule A -- Fraser/Ruder & Finn is ^{presently} not handling any work on
behalf of Ruder & Finn's present clients.See attached Schedule B -- Breakdown of monies disbursed, plus supporting
documents.The undersigned swear(s) or affirm(s) that he has (they have) read the information set forth in this
amendment and that he is (they are) familiar with the contents thereof and that such contents are in their
entirety true and accurate to the best of his (their) knowledge and belief.(Both copies of this amendment shall be signed and sworn
to before a notary public or other person authorized to ad-
minister oaths by the agent, if the registrant is an individual,
or by a majority of those partners, officers, directors or
persons performing similar functions who are in the United
States, if the registrant is an organization.)

 Harold Grotenstein
 Secretary

Subscribed and sworn to before me at

New York, New Yorkthis 19th day ofMay, 19 76

 (Notary or other officer)

My commission expires

JOSEPHINE L. COLON
Notary Public, State of New York
No. 21-0714870 Qual. in N.Y. Co.
Commission Expires March 30, 1977

RECEIVED
 FEDERAL BUREAU OF INVESTIGATION
 NOV 21 10 07 AM '75
 COMMUNICATIONS SECTION

AGREEMENT TO ESTABLISH WASHINGTON, D.C.

AFFILIATE OFFICE OF RUDER AND FINN, INC.

AGREEMENT made this 25th day of November, 1975 by and between Washington Communications Counselors, Inc. (hereafter WCC), a Washington, D.C. corporation, with its principal office located at Washington, D.C. and Ruder & Finn, Inc. (hereafter Ruder & Finn), a New York corporation, with its principal office located at 110 East 59th Street, New York, N. Y. 10022, and Edie Fraser, residing in Washington, D.C.

W I T N E S S E T H:

WHEREAS, Ruder & Finn, Inc. wants to establish an office in Washington, D.C. capable of servicing the public relations/government relations needs of its clients, subsidiaries and affiliates pertaining to the federal government, Washington policymakers and the Washington press; and

WHEREAS, WCC is able and willing to undertake such responsibilities and, in addition, to develop new clients for Ruder & Finn's worldwide business; and

WHEREAS, Edie Fraser is the sole stockholder and president of WCC.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, it is mutually agreed among the parties as follows:

1. WCC agrees to serve as the Washington, D.C. office of Ruder & Finn serving Ruder & Finn's clients in regard to matters pertaining to Washington.

2. WCC services will include but will not be limited to the following: alerting Ruder & Finn clients to legislative, administrative and regulatory matters of direct concern to their areas of business operation; representing the interests and positions of Ruder & Finn clients before appropriate federal bodies; monitoring meetings and other events in Washington, D.C. for Ruder & Finn clients; communicating with the Washington press on issues pertaining to Ruder & Finn client activities. In addition, WCC will exert its best efforts to develop clients for Ruder & Finn's headquarters and subsidiaries and Ruder & Finn shall exert its best efforts to develop clients for WCC.

3. Upon execution of this contract WCC will change its name to Fraser/Ruder & Finn, Inc., (references to WCC hereafter shall mean Fraser/Ruder & Finn, Inc.). WCC shall, from time to time, use the trade name Washington Communications Counselors when appropriate for business purposes.

4. Ruder & Finn agrees to draw upon WCC for all of the public relations/government relations needs of its clients in Washington, D.C. and to this end to encourage its clients through various promotional efforts to draw upon such services. In the event Ruder & Finn and Fraser agree that WCC does not have the capability of handling any business of a client or handling the specific type business, then another agency may be used.

5. Ruder & Finn will reimburse WCC on a monthly basis for services performed by WCC for Ruder & Finn clients, in accordance with predetermined charges established with the clients either at an hourly rate or on a fixed monthly fee basis. In addition, Ruder & Finn will perform record keeping and collateral management service for WCC for which WCC will reimburse Ruder & Finn at a rate of 3% of all fees and profits on expense billings of WCC.

6. Ruder & Finn will:

(a) Upon the execution of this contract, Ruder & Finn will pay to WCC the sum of \$25,000 to be used as working capital, which sum will constitute the purchase from WCC of a 40% stock ownership of WCC after issuance of such shares, which are to be authorized but presently unissued shares.

(b) Fraser agrees to waive any salary owed her by WCC for any period prior to this date and does hereby

terminate any employment agreement outstanding between her and WCC. In addition, \$10,000 owed Fraser by WCC shall be paid to her in equal quarterly installments, commencing three months from the date hereof, over a one year period, without interest.

(c) During the month of December 1976, if Ruder and Finn and Fraser shall have elected to continue their relationship as provided in Section 7 hereof, Ruder & Finn shall have the option to purchase an additional 10% ownership of WCC from Fraser at a value determined by taking 10% of three times WCC's pretax earnings during the period January 1, 1976 to December 31, 1976.

(d) Ruder & Finn will institute a profit incentive system for the president and other employees of WCC that will be as follows:

<u>WCC/Pre-Tax Profits</u>	<u>Incentive Profits (as % of Pre-Tax Profits)</u>
\$0 - \$50,000	- 0 -
\$51,000 - \$100,000	20% - WCC President 5% - WCC Staff
\$101,000 - \$200,000	25% - WCC President 5% - WCC Staff
Above \$200,000	40% - WCC President 10% - WCC Staff

Ruder & Finn's consent shall be required with respect to the disposition of the incentives paid to the WCC staff other than the president.

7. (a) During the month of December, 1976, Ruder & Finn and Fraser shall determine whether their relationship as set forth in this agreement with respect to WCC shall continue or shall terminate.

(b) If Fraser decides that the relationship shall terminate, then Fraser may cause WCC to purchase Ruder & Finn's stock interest in WCC, and WCC shall pay to Ruder & Finn for that percentage of the total outstanding shares of WCC owned by Ruder & Finn based on an aggregate value of WCC equal to 40% of the net worth of WCC as of December 31, 1976.

(c) If Ruder & Finn wishes to terminate the relationship, then WCC shall have the option of purchasing Ruder & Finn's interest in WCC at the price set forth in the previous Subsection (b) of this Section 7. If WCC shall decline to purchase the same then WCC shall be liquidated and dissolved and the parties shall receive their respective shares of the assets of WCC without giving any value to the good will of WCC.

8. Ruder & Finn will make available to WCC officers and employees, at WCC's cost, full participation in (a) Ruder & Finn's health benefits, including major medical and Blue Cross/Blue Shield; (b) Ruder & Finn's pension plan and (c) its life insurance program -- all on terms similar to those available to Ruder & Finn officers and employees.

The participation of WCC officers and employees shall be subject to the customary eligibility and waiting periods for Ruder & Finn employees.

9. So long as Ruder & Finn shall own 40% of the outstanding shares of WCC there shall be five directors, two of whom shall be designated by Ruder & Finn and three of whom shall be designated by Fraser. If Ruder & Finn shall acquire an additional 10% of such outstanding stock so that it thereafter owns 50% of the outstanding stock of WCC, Ruder & Finn shall be entitled to designate three out of a total of six directors of WCC. In any event, Norman Weisman will be named a Vice President of WCC and Harold Grotenstein will be named Secretary/Treasurer of WCC.

10. Ruder & Finn agrees that for the duration of this and subsequent contracts, WCC will be its sole and exclusive affiliate and/or representative in Washington, D.C. Notwithstanding the foregoing, the parties understand that at the present time Ruder & Finn is a participant in an arrangement for representation in Washington, D.C. with Messrs. Daniel and Houlihan and that such arrangement will be terminated on or before November 30, 1975. WCC and Fraser agree that Ruder & Finn will be the sole representative for them in any non-Washington, D.C. national or international business unless the parties otherwise agree.

11. Fraser represents and warrants that there are no lawsuits or claims pending or threatened against WCC, she knows of no facts which would warrant any such claims, and there are no contingent liabilities outstanding.

12. Each of the parties hereto represents and warrants to the other that the execution of this Agreement and performance thereunder has been duly authorized by appropriate corporate action and is not in violation of any applicable law, regulation or contract binding upon the party who is making this representation.

13. This document contains the entire Agreement between the parties and shall be construed in accordance with the laws of the State of New York. All of the terms contained herein shall be kept and performed by the respective parties hereto and shall be binding upon them and no modification or amendment of any of these terms or any additional representation, promises or additions hereto shall be construed to be a waiver, change or addition of said term itself, unless made in writing and signed by both parties.

14. If at any time after December 31, 1976, either party desires to terminate their interest in WCC then the provisions of Section 7 hereof shall apply with respect to such termination, except that:

(a) Ninety days advance notice of such termination shall be given in writing by WCC or Fraser to Ruder & Finn or vice versa; and

(b) In computing the purchase price to be paid to Ruder & Finn if WCC shall elect to purchase Ruder & Finn's stock interest in WCC,

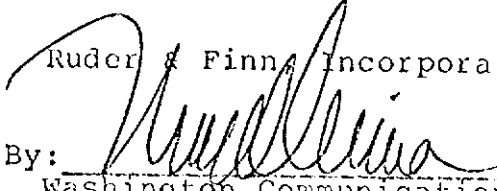
(i) 20% of such purchase price, to wit, for 10% of the stock of WCC, shall be based on 10% of the average pretax earnings of WCC for the three full fiscal years prior to the year in which such notice of termination is given (for the average pre-tax earnings of the two fiscal years or one fiscal year prior to the year in which such notice of termination is given if such notice of termination is given on or before December 31, 1978), and

(ii) 80% of such purchase price, to wit, for 40% of the stock of WCC shall be 40% of the net worth of WCC as of the December 31 prior to such notice of termination.

15. WCC shall employ Fraser commencing December 1, 1975 at an annual salary rate of \$36,000, subject to review after December 1, 1977, plus the incentive referred to in section 6(d) set forth above.

16. If there are any disputes as to the purchase price of any shares of stock to be purchased hereunder, they shall be

settled by the determination of the accountants who are then the
certified auditors of WCC.

Ruder & Finn, Incorporated
By: 
Washington Communication Counselors, Inc.
By: Edith A. Fraser
(President)

Edie Fraser
Edie Fraser

Date:

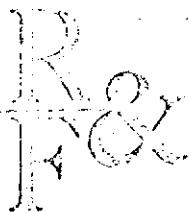
Re: Registration #1481

Schedule - B

Breakdown of Marion Javits Expenditures as
presented on 3/27/76 Six Months Report to the
Department of Justice by Ruder & Finn Incorporated

<u>Date</u>	<u>Vendor and Description of Work</u>	<u>Amount</u>
10/27/76	To: Marion Javits -- For: Liaison and counselling activities in connection with the Iran National Airlines Corp. program - per contract of 9/5/75 (period of 8/1/75 - 10/31/75)	\$ 6,875.00
10/27/75	To: Marion Javits For: 13 weeks secretarial expenses @ \$200 per week (period 8/1/75 - 10/31/75)	2,600.00
12/23/75	To: Marion Javits For: billing for birthday party for Princess Ashrav Pahlavi on October 26, 1975	2,300.00
2/2/76	To: Marion Javits For: Liaison and counselling activities in connection with the Iran National Airlines Corp. program - per contract of 9/5/75 (period of 11/1/75 - 1/31/76)	16,875.00
2/2/76	To: Marion Javits For: 13 weeks secretarial expenses @ \$200 per week (period 11/1/75 - 1/31/76)	2,600.00
2/20/76	To: Marion Javits For: Entertainment expenses for Marion Javits in connection with Iran National Airlines (Period 10/1975 - 2/1976)	1,050.00
2/10/76	To: Marion Javits For: Reimbursement of Travel and Expenses in connection with "Bridge of Turquoise" Photo Show	
	Travel.....	2,155.00
	Expenses.....	2,042.00

	TOTAL	\$36,497.00
		=====



RUDER & FINN INCORPORATED

No. 12882

148
210

110 EAST 59TH STREET • NEW YORK, N. Y. 10022

DEC 28 76

Pay

\$1,050.00

TO THE
ORDER OF

* HARTON JAMES

TO
EUROPEAN-AMERICAN BANK 785 FIFTH AVENUE • NEW YORK, N.Y.

NON-NEGOTIABLE

AUTHORIZED SIGNATURE

RUDER & FINN INCORPORATED • 110 EAST 59TH STREET NEW YORK, N. Y. 10022

DETACH BEFORE DEPOSITING

DATE	INVOICE NO.	DESCRIPTION	GROSS	DISCOUNT	NET
02/76		RE: EXPENSES: ENTERTAINMENT OCTOBER 1975- FEBRUARY 1976			\$1,050.00
Jes		4200-THAN AIR			

NUMERICAL FILE

EXPENSES: ENTERTAINMENT OCTOBER 1975 - FEBRUARY 1976

OCTOBER 24, 1975

PETER SCHUB

PETER BEARD

MR. & MRS. SIMON BERIRO

JOE EULA

BEVERLY JOHNSON

LOLA & MEHDI EHSASSI

M. SHRIKER

\$200.00

NOVEMBER 6, 1975

WARREN AVIS

JOHN VAN SICKLE

C.C. HUSTON

JEAN MUIR

WARREN AVIS

ERIC NAJARD

\$200.00

DECEMBER 20, 1975

DAVID MAHONEY

HILLARY

DON HEWETT & HILLIE

STEVE ROSS & AMANDA BURDEN

PETER MAAS & JAN CUSHING

GAY & NAN TALESE

STEPHANE & LIL GROUEFF

NANCY COLLINS

YASH GAVRONSKY

CAROL PORTAGO

MARGE FISHER

POLLY BERGEN

JAN CUSHING

\$400.00

LUNCH:

SONNY FOX

BARBARA WALTERS

MARVIN FRANKEL

\$50.

FEBRUARY 1, 1976

MR. & MRS. DAVID SUSSKIND

MR. & MRS. MARVIN FRANKEL

MR. DON HEWETT

MARIA TERESE

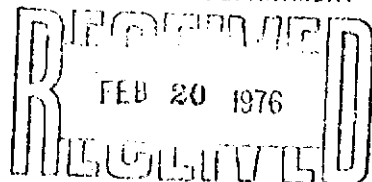
\$200.00

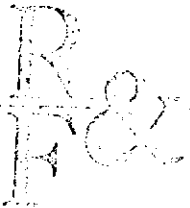
TOTAL EXPENSES FOR ENTERTAINING:

\$1050.00

*OK Grant Jay
MW.
IRAN AIR*

ACCOUNTING DEPARTMENT





RUDEK & FINN INCORPORATED

110 EAST 59TH STREET • NEW YORK, N. Y. 10022

No. 12809

143
210

Pay

RECEIVED

\$4,197.00

TO THE
ORDER OF



MARION D. JAVITS

TO

EUROPEAN - AMERICAN BANK 785 FIFTH AVENUE • NEW YORK, N.Y.

[Signature]
NON-NEGOTIABLE

AUTHORIZED SIGNATURE

RUDEK & FINN INCORPORATED • 110 EAST 59TH STREET, NEW YORK, N. Y. 10022

DETACH BEFORE DEPOSITING

DATE	INVOICE NO.	DESCRIPTION	GROSS	DISCOUNT	NET
02/76		RE: REIMBURSEMENT FOR TRAVEL AND EXPENSES			\$4,197.00
Jcs		0208-TRAN AIR			

NUMERICAL FILE

TRIPS FOR MBJ FOR "BRIDGE OF TURQUOISE" PHOTO SHOW

From: New York to Houston - Houston-New York \$275.00
Trip & Hotel

From: New York to San Francisco 380.00
January 9, 1976
Fare Only

Trip to Iran with Bill Ruder 1500.00

\$2,155.00

EXPENSES:

PHONE BILL & LONG DISTANCE CALLS \$1,067.00

POSTAGE & MAIL \$145.00

OFFICE SUPPLIES \$320.00

PERIODICALS, BOOKS, NEWSPAPERS \$250
(MUSEUM GIFT OF "BRIDGE OF TURQUOISE")

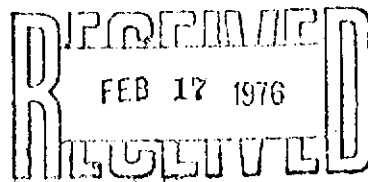
TRIPS, TAXIS, ----- \$260 -----

EXPENSES.....\$2,042.00
TRIPS. \$2,155.00

BILL SUBMITTED BY MARION JAVITS FOR

TRIPS, EXPENSES. \$4,197.00

ACCOUNTING DEPARTMENT



R
&
F

RUDER & FINN INCORPORATED

110 EAST 59TH STREET • NEW YORK, N. Y. 10022

No. 12572

148
210

FEB 2 76

Pay

TO THE
ORDER OF



Marlon Javits
322 East 57th Street Apt. 12A
New York, N. Y. 10022

TO
EUROPEAN-AMERICAN BANK 765 FIFTH AVENUE • NEW YORK, N.Y.

NON-NEGOTIABLE

AUTHORIZED SIGNATURE

RUDER & FINN INCORPORATED • 110 EAST 59TH STREET • NEW YORK, N. Y. 10022

DATE	INVOICE NO.	DESCRIPTION	DETACH BEFORE DEPOSITING		
			GROSS	DISCOUNT	NET
2/19		Liaison and counseling activities in connection with the IRAN National Airlines Corporation program, per contract dated Sept. 5, 1975- from November 1, 1975 to January 31, 1976			16,875.00
		Secretarial Expenses-13 weeks at \$200 per week			2,600.00
					\$19,475.00

NUMERICAL FILE

Marlen Javits

January 19, 1976

MEMO:

BILL TO RUDER & FINN FROM 11/1 - 1/31/76

Liaison and counseling activities in connection with the Iran National Airlines Corporation programs, per contract dated Sept. 5, 1975 - from November 1, 1975 to January 31, 1976.

Amount \$16,875.00

Secretarial Expenses

13 weeks @ \$200.00 per wk

\$ 2,600.00

TOTAL \$19,475.00

322 East 57th Street - 12A - N. Y., 10022

Cheryl Ann Ai
O.K.
Man N. Fink



RUDER & FINN INCORPORATED

No. 11916

14B
210

110 EAST 59TH STREET • NEW YORK, N. Y. 10022

RE 23 75

Pay

\$1,300.00

TO THE
ORDER OF

* MARIEN JAVITS

Mr. David L. Javits
New York, New York

TO

EUROPEAN - AMERICAN BANK 785 FIFTH AVENUE • NEW YORK, N.Y.

NON-NEGOTIABLE

AUTHORIZED SIGNATURE

RUDER & FINN INCORPORATED • 110 EAST 59TH STREET, NEW YORK, N. Y. 10022

DETACH BEFORE DEPOSITING

DATE	INVOICE NO.	DESCRIPTION	GROSS	DISCOUNT	NET
12/15/75		RE: BILL FOR BIRTHDAY PARTY FOR PRINCESS ASHRAF PARLAVI ON OCTOBER 30, 1975 4200-184N AIR			\$1,300.00
Jes					

NUMERICAL FILE



RUDER & FINN INCORPORATED

No. 10832

148
210

110 EAST 59TH STREET • NEW YORK, N. Y. 10022

OCT 21 75

Pay

ENCLOSURE

\$1,000.00*

TO THE
ORDER OF



MRS. MARION JAVITS
322 EAST 57th STREET
NEW YORK, NEW YORK

[Signature]
NON-NEGOTIABLE

AUTHORIZED SIGNATURE

TO

EUROPEAN - AMERICAN BANK 785 FIFTH AVENUE • NEW YORK, N.Y.

RUDER & FINN INCORPORATED • 110 EAST 59TH STREET, NEW YORK, N. Y. 10022

DETACH BEFORE DEPOSITING

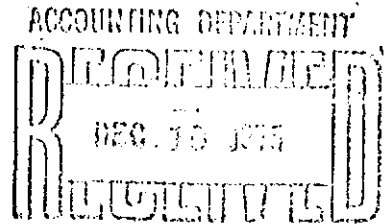
DATE	INVOICE NO.	DESCRIPTION	GROSS	DISCOUNT	NET
10/21/75		RE: SPECIAL EXPENSES INCURRED FOR PRINCESS ASHRAF Advance Check 4200-IRAN AIR			\$1,000.00
Jes					

VENDOR FILE

able Amt.	nd. Inv. Date	Due Date
Check #	Date Rec'd	
WHEN WHEN CHECK		

to be

Marion Javits



December 15, 1975

Ruder & Finn
110 East 59 Street
New York, New York

OK
M.N. Javits

Bill for Birthday Party for
Princess Ashraf Pahlavi
Held at 322 East 57 Street on
October 26, 1975

4200

Food and Liquor for 80 guests	\$1,500.00
Flowers	100.00
Decorations	100.00
Gratuties	200.00
Help (Maids, Waiters, Cook, etc.)	500.00
Gift of Tree for Princess	200.00
Rental of extra party supplies	100.00
Miscellaneous	100.00
	<hr/>
	\$2,800.00
Less: Advance received	1,000.00
Less: Personal guests	500.00
	<hr/>
Balance Due	\$1,300.00

pay 7

(Total \$2,300)



RUDER & FINN INCORPORATED

No. 10903

148
210

110 EAST 59TH STREET • NEW YORK, N. Y. 10022

Oct 27 75

Pay

ENCLOSURE

\$9,475.00

TO THE
ORDER OF

MARKER SAVITS
322 EAST 57TH STREET
NEW YORK, N.Y. 10022

TO

EUROPEAN - AMERICAN BANK 765 FIFTH AVENUE • NEW YORK, N.Y.

[Signature]

NON-NEGOTIABLE

AUTHORIZED SIGNATURE

RUDER & FINN INCORPORATED • 110 EAST 59TH STREET, NEW YORK, N. Y. 10022

DETACH BEFORE DEPOSITING

DATE	INVOICE NO.	DESCRIPTION	GROSS	DISCOUNT	NET
10/75		RE: FOR SERVICES RENDERED FROM 8/1/75-10/31/75			\$9,475.00
jes		4200-IRAN NATIONAL AIRLINES CORPORATION			

VENDOR FILE

Marion Javits

ACCOUNTING DEPARTMENT

OCT 24 1975

MEMO:

BILL TO RUDER & FIRN FROM 8/1 - 10/31/75

Liaison and counseling activities in
connection with the Iran National
Airlines Corporation programs, per
contract dated Sept. 5, 1975 - from
August 1, 1975 to October 31, 1975

Amount	\$ 16,875.00
Less: Advance 9/4/75	<u>10,000.00</u>
	6,875.00

~~Travel and other expenses in
connection with Iran National
Airlines - Trip to London~~

~~Amount 1,500.00~~

No support

Secretarial Expenses

13 weeks @ \$200.00 per wk 2,600.00

Amount Due \$ 10,975.00

9475.00

322 E 57th Street - 12A - N.Y., N.Y. 10022